existing be barred. *Modisett* v. *McPike*, 74 Mo. 636; *Prettyman* v. *Williamson*, 1 Pen. (Del.) 224, 39 Atl. 731; *Philpott* v. *Kirkpatrick*, 171 Mich. 495, 137 N. W. 232. A divorced husband was held to be estopped in the suit for alienation of his wife's affections, where he based his cause of action on matter which might have been a defense to the divorce proceeding, but which he failed to allege therein. *Gleason* v. *Knapp*, 56 Mich. 291, 22 N. W. 865, 56 Am. Rep. 388. Under a statute declaring that the party by a decree of divorce shall forfeit all rights and claims arising by virtue of the marriage, it was held, that such had reference only to those rights and claims between husband and wife and not to the tortious acts of a third person. *DeFord* v. *Johnson*, 251 Mo. 244, 158 S. W. 29, 46 L. R. A. (N. S.) 1083. But the contrary has been held. *Hamilton* v. *McNeil*, 150 Iowa 470, 129 N. W. 480.

The wife's right to sue under such circumstances should be, and is, a reciprocal one, based on the ground that the wife's common law disabilities are removed. *Postlewaite* v. *Postlewaite*, 1 Ind. App. 473, 28 N. E. 99; *Beach* v. *Brown*, 20 Wash. 266, 55 Pac. 46, 43 L. R. A. 114, 72 Am. St. Rep. 98; *Keen* v. *Keen*, 49 Or. 362, 90 Pac. 147, 10 L. R. A. (N. S.) 504.

INSURANCE—FRATERNAL ORDERS—RETROACTIVE BY-LAWS.—The benefit certificates issued by a fraternal order provided that the insured should be bound by any by-laws subsequently enacted. A member of the society was killed while employed as an electric lineman, which occupation was made uninsurable in a by-law passed after the deceased became a member of the order, but before he became a lineman. *Held*, the insured cannot recover. *House* v. *Modern Woodmen* (Iowa), 146 N. W. 817.

One who insures his life in a fraternal order may make his contract subject to by-laws subsequently enacted, but such subsequent enactments must be reasonable. *Olson* v. *Court of Honor*, 100 Minn. 117, 110 N. W. 374, 117 Am. St. Rep. 676, 8 L. R. A. (N. S.) 521, 10 Ann. Cas. 622.

Where the reasonableness of an act is involved, the court rests largely upon the facts in each case, and general rules are hard to formulate from the decisions. It has been held that retroactive by-laws refusing insurance to railroad switchmen are reasonable. *Gilmore* v. *Knights of Columbus*, 77 Conn. 58, 58 Atl. 223, 107 Am. St. Rep. 17, 1 Ann. Cas. 717. And notice of the by-law is not necessary. *Norton* v. *Catholic Society*, 138 Ia. 464, 114 N. W. 893. But it has been held that retroactive by-laws cannot annul the insurance of one who becomes a freight brakeman, at least without actual notice of the by-law. *Tebo* v. *Supreme Council*, 89 Minn. 3, 93 N. W. 513.

Similar restrictions on one engaging in the sale of intoxicating liquor were held valid in *Strang* v. *Lodge*, 73 N. J. L. 500, 64 Atl. 93; *contra*, *Ayers* v. *Grand Lodge*, 188 N. Y. 280, 80 N. E. 1020. In the latter case the court said: "A contract which authorizes one party to change it in any respect that he chooses would in effect be binding upon the other party only, and would leave him at the mercy of the former, human language is not strong enough to place a person in that situation." In

a later New York case *Ayers* v. *Grand Lodge, supra,* was distinguished on the ground that the reservation of the right to amend the by-laws was general in character, not specifying a change of occupation. *Gierty* v. *Knights of Columbus,* 126 App. Div. 934, 110 N. Y. S. 1129, affirming 55 Misc. Rep. 98, 105 N. Y. S. 244.

Retroactive by-laws, affecting the rights of one who dies a suicide are valid. *Plunkett* v. *Supreme Council,* 105 Va. 643, 55 S. E. 9; *Pold* v. *Union* (Ill.), 104 N. E. 4. Such a by-law applying to a suicide "sane or insane, unless under actual treatment for insanity," is held unreasonable on the ground that insanity is a disease. *Olson* v. *Court of Honor, supra.* But an exception in a similar by-law covering injuries from vertigo was sustained. *Hall* v. *Association,* 69 Neb. 601, 96 N. W. 170.

The view, sometimes advanced, that such by-laws affect vested rights would seem to be unsound. Reasonable restriction on the future conduct of a member of such an association, when such restriction does not affect the member at the time of its enactment, can be said to affect vested rights only by a strained construction of the doctrine.

INSURANCE—RENEWAL—ACCEPTANCE.—The insured, at the expiration of his policy, received from the company's agent a renewal receipt which he retained without comment. To prevent a lapse of the policy the agent advanced the premium to the company. On learning of this the insured repudiated the policy. The agent attempted to recover for the protection up until the actual repudiation. *Held,* the retention of the renewal receipt, without more, is not a sufficient acceptance. *Grogan* v. *Travelers' Ins. Co.* (Col.), 139 Pac. 1045.

Delay in returning a renewal receipt is not sufficient acceptance to continue a policy in force. *Richmond* v. *Travelers' Ins. Co.,* 123 Tenn. 307, 130 S. W. 790, 30 L. R. A. (N. S.) 954. This seems to be the only authority directly in point. Not the mere physical disposition of the policy or receipt but the *aggregatio mentium* has been the question in each case. But the receipt of a policy and its retention during the period of insurance named therein is sufficient acceptance. *Adams* v. *Eidam,* 42 Minn. 53, 43 N. W. 690. While the mere fact that a policy which the applicant does not believe to be in conformity with his application, has been returned to the insurer does not show a cancellation where the insurer insists on its correctness. *Waters* v. *Security L. & A. Co.,* 144 N. C. 663, 57 S. E. 437, 13 L. R. A. (N. S.) 805. Nor can the insurer cancel the policy after the death of the insured, even when the policy remains in the possession of the company's agent whose demands for payment of the note for the first premium have been refused. *Porter* v. *Mutual L. Ins. Co.,* 70 Vt. 504, 41 Atl. 970. Moreover the insurer will not be allowed to cancel the policy after the death of the insured, when notwithstanding the latter's request to cancel, a demand was made on his employer for the amount of the premium. *Travelers' Ins. Co.* v. *Jones,* 32 Tex. Civ. App. 146, 73 S. W. 978.

MASTER AND SERVANT—MASTER'S DUTY TO FURNISH MEDICAL ATTENDANCE TO INJURED SERVANT.—A railroad employee in the performance of